

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DULCES VERO S.A. DE C.V.		12/03/2010	CORPORATION: MEXICO

RECEIVING PARTY DATA

Name:	GRUPO BIMBO S.A.B. DE C.V.
Street Address:	Prolongacion Paseo de la Reforma 100
Internal Address:	Pena Blanca Santa Fe
City:	Mexico, Distrito Federal
State/Country:	MEXICO
Postal Code:	01210
Entity Type:	CORPORATION: MEXICO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85187696	VALENTINE'S POP

CORRESPONDENCE DATA

Fax Number: (333)615-7815
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (52) 3336157815
 Email: rrobles@integroup.com.mx
 Correspondent Name: RENEE ROBLES MARTINEZ
 Address Line 1: JOSE MARIA VIGIL 2735-4
 Address Line 2: LOMAS DE GUEVARA
 Address Line 4: GUADALAJARA, JALISCO, MEXICO 44620

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

900181351

**TRADEMARK
 REEL: 004453 FRAME: 0325**

OP \$40.00 85187696

Address Line 4:

NAME OF SUBMITTER:

RENEE ROBLES MARTINEZ

Signature:

/Renee Robles/

Date:

01/14/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between ANGEL IBARRA ROBLES a citizen of Mexico, with residence at Mexico on behalf of DULCES VERO S.A. DE C.V., a corporation formed in accordance with the laws of Mexico (the "Assignor") with legal address at Calle 26 #2395, Zona Industrial, 44940 in Guadalajara, Jalisco, Mexico, and INTI ALEJANDRO ALVA ESPINOZA, a citizen of Mexico, with residence at Mexico on behalf of GRUPO BIMBO S.A.B. DE C.V. a corporation formed in accordance with the laws of México (the "Assignee"), with legal address at Prolongación Paseo de la Reforma #1000, Colonia Peña Blanca Santa Fe, 01210 in Mexico, D.F., Mexico.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and the corresponding trademark application VALENTINE'S POP 85/187696, together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, and interest in and to the Mark

WHEREAS, Assignee desires to acquire all right, title and interest in and to Trademark application VALENTINE'S POP 85/187696 applied for on November 30, 2010.

NOW, THEREFORE, in for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to complete the registration, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), and to the Products in respect upon which the Mark is used and for which it is applied for: all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and all rights to sue for past, present and future infringements or misappropriations of the Mark; the same to be held and enjoyed by

Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made; as well as

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of trademark application VALENTINE'S POP 85/187696 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date below written.

Signed at Guadalajara, Jalisco on this 3rd day of December, 2010.

ASSIGNOR

ASSIGNEE



DULCES VERO S.A. DE C.V.
By: Angel Ibarra Robles
Title: Legal Representative
Calle 26 #2395, Zona Industrial, 44940
Guadalajara, Jalisco, México.



GRUPO SIMBO S.A.B. DE C.V.
By: Inti Alejandro Alva Espinoza
Prolongación Paseo de la Reforma #100
Colonia Peña Blanca, Santa Fe, 01210
México, D.F. México.